



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Agreements with San Joaquin County for Provision of Storm Water Service (Woodbridge) and Lodi Surface Water Treatment Plant Raw Water Pipeline (Lower Sacramento Road)

MEETING DATE: December 17, 2008

PREPARED BY Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute agreements with San Joaquin County for provision of storm water service for a portion of the Woodbridge community and construction of the Lodi Surface Water Treatment Plant raw water pipeline in Lower Sacramento Road.

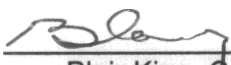
BACKGROUND INFORMATION: In Spring 2009, San Joaquin County (County) is planning to construct the North Lower Sacramento Road street improvement project in the Woodbridge community. To meet County design requirements, the proposed improvements require a discharge facility for storm drainage. The County would prefer discharging the storm water to the Woodbridge Irrigation District (WID) canal. WID, however, will not allow additional storm water discharges.

The County has requested that the project's storm drainage be allowed to discharge to City facilities. The service area is shown on Exhibit A. The drainage area (8.13 acres) is composed of mobile home parks, a cemetery, and future residential development. The service area includes only private properties that are, under existing conditions, tributary to the roadway project itself. Staff has determined that the City's existing storm drainage system in Lower Sacramento Road and the Lodi Lake Pump Station have excess capacity to serve the area. The County would be required to install a storm water treatment device at the connection point to the City's storm drain system. The County will execute a Memorandum of Understanding (MOU) with the City for the storm water service.

A draft of the MOU is attached as Exhibit B and the major points are:

- The City makes finding that pursuant to Lodi Municipal Code Section 13.14.350, "Special Agreements," that unusual and extraordinary circumstances compel the City to enter into agreement with the County for the provision of storm water service to the area.
- The County shall comply with the terms of a Discharge Permit to be issued by the City with typical requirements, including the City's ability to make changes in the event of changes in state or federal requirements. The only limitation is that the permit can be no stricter than the City's National Pollution Discharge Elimination System (NPDES) permit.
- The County shall pay the City a one-time buy-in cost of \$10,000 for the Lodi Lake Pump Station facilities.

APPROVED:


Blair King, City Manager

Adopt Resolution Authorizing City Manager to Execute Agreements with San Joaquin County for Provision of Storm Water Service (Woodbridge) and Lodi Surface Water Treatment Plant Raw Water Pipeline (Lower Sacramento Road)

December 17, 2008

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- The County will pay the Storm Drainage Impact Fee of \$173,000 upon execution of the MOU. The amount is based on the acreage and described land usage per Lodi Municipal Code Chapter 15.64.
- The County shall pay the City annual maintenance and operation fees required for discharging the storm water in the City's system. A one-time payment of \$15,000 (\$1,200 per year plus an escalator for the 10-year period) will be paid upon execution of the MOU.
- The County will build all required piping and pre-treatment facilities to connect to the City's facilities. The County will be responsible for maintaining the storm drainage facilities inside the service area.
- Terms of the MOU coincide with the City/WID Storm Drainage Agreement (SDA) that is set to expire in 10 years. The MOU will be renewed concurrently with the SDA.

The Lodi Surface Water Treatment Plant (SWTP) Feasibility Report calls for a raw water pipe to be constructed in this section of Lower Sacramento Road, as shown on Exhibit C. Construction of the SWTP is expected to begin in the near future. Current County policy prohibits trenching in newly-constructed pavement for a period of five years. Staff is recommending the raw water pipe in this section of North Lower Sacramento Road be concurrently constructed with the County's street project. A cooperative agreement between Lodi and the County is required to construct the raw water pipe and to enable the County's contractor to work within the city limits.

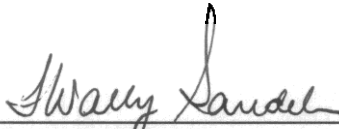
A draft of the cooperative agreement is attached as Exhibit D and the major points are:

- The City will provide to the County the design and inspection services for the raw water pipe.
- The City remit to the County the estimated \$1 million construction cost of the pipe in early 2009.
- The City will allow the County's contractor to work within the Lodi city limits during the project.
- The City will be responsible for maintenance of the raw water pipe and the County will provide permanent access for maintenance.

Staff recommends that Council authorize the City Manager to execute the MOU and the cooperative agreement with the County. At a future date, the Council will be requested to appropriate funds for construction of the raw water pipe.

FISCAL IMPACT: There will be a slight increase in the long-term operation and maintenance of the added storm water into the City's storm drainage system. However, the additional operation and maintenance costs will be paid by the County. There will also be a slight increase in the long-term operation and maintenance **costs** of the raw water pipe which will be funded by the Water Utility.

FUNDING AVAILABLE: Not applicable.


F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

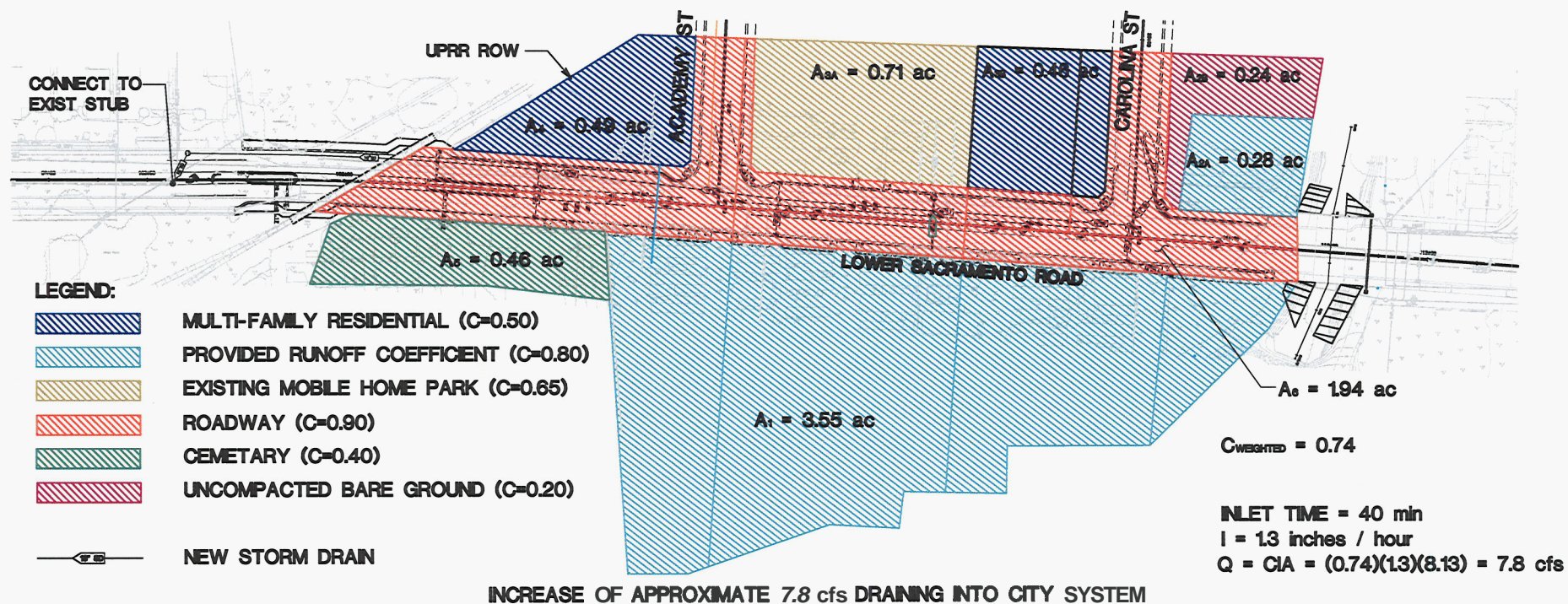
FWS/LC/pmf

Attachments

cc: City Attorney
Senior Civil Engineer Chang
Najee Zarif, San Joaquin County Senior Civil Engineer

Streets and Drainage Manager
Ken Vogel, San Joaquin County Supervisor

EXHIBIT A



**MEMORANDUM OF UNDERSTANDING
WOODBIDGE COMMUNITY STORM DRAINAGE SERVICE AREA
STORM WATER RUNOFF CONNECTION**

THIS Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2008, (the "Effective Date"), between THE COUNTY OF SAN JOAQUIN, a political subdivision of the State of California ("County") and the CITY OF LODI, a municipal corporation organized and existing under the laws of the State of California ("City"). Woodbridge Community Service Area is merely an administrative unit of County and is referred to separately herein purely for administrative convenience.

RECITALS

This MOU is predicated upon the following findings:

- A. Woodbridge Community Storm Drainage Service Area (Service Area) is located generally at the intersection of Lower Sacramento Road and Academy and Carolina Streets, as presented in Exhibit A. Service Area comprises the storm water tributary area of the County's Lower Sacramento Road Corridor, Segment 3, Phase 2 project that requires terminal storm drainage facilities to meet County design requirements.
- B. County would otherwise discharge storm water runoff to the Woodbridge Irrigation District (WID) canal, however, WID does not allow additional storm water discharges to the canal.
- C. City of Lodi Municipal Code Section 13.14.350 allows for special agreements between the City and another agency if unusual or extraordinary circumstances compel special terms and conditions.
- D. Providing storm drainage service to Service Area is conditioned upon that service not being expanded beyond that permitted herein.

NOW THEREFORE, the parties to this MOU agree as follows:

- 1. Definitions. Unless otherwise defined in this MOU, all capitalized terms will have the definitions ascribed to them in Lodi Municipal Code Section 13.12.020.
 - a. WOODBRIDGE COMMUNITY STORM DRAINAGE SERVICE AREA (Service Area) shall mean all properties within the boundaries as set forth in Exhibit A.
- 2. Terms of Connection. Any delivery of storm water permitted pursuant to the MOU shall be subject to the following terms:
 - a. Permit: County shall comply with the terms of a Discharge Permit to be issued by the City which will include but not be limited to limitations on maximum flow, BOD, ph, TDS and suspended solid concentrations and prohibitions on discharge of hazardous waste in conformance with the City's

Municipal Separate Storm water Sewer System NPDES Permit. The terms of this Discharge Permit will be no more stringent than those required under the City's NPDES permit. However, City may change the terms of the discharge permit without notice if necessary to comply with State or Federal requirements or the City's NPDES Permit.

- b. Volume: The intent of this MOU is to provide storm drainage service to the properties within the Service Area boundaries, as set forth in Exhibit A.
- c. Operations and Maintenance Reimbursement: County shall be responsible for reimbursing City for operation and maintenance (O&M) costs of the County-installed treatment unit and the City's storm drain facilities, including pipelines, manholes and storm water treatment facilities, between the treatment unit and the Lodi Lake Pump Station. O&M costs are estimated at \$15,000.00 for the initial 10-year term of the Agreement. However, County shall be responsible for any Operations and Maintenance costs in excess of this amount. Lump sum payments for O&M costs for successive terms of the Agreement shall be based on actual historic costs incurred by City.

County shall also be responsible for payment of a one-time pumping facility charge for the existing Lodi Lake Pump Station in the amount of \$10,000.00.

- d. Capacity Charge: County shall pay a one-time capacity charge equivalent to the Storm Drainage Facilities Impact Mitigation that will be determined based upon the requirements of the Lodi Municipal Code Section 15.64 and is determined to be \$173,000.00.
 - e. County will be solely responsible for all costs associated with installing and maintaining pipelines, manholes, and storm water treatment facilities ("Collection Facilities") to connect to Lodi's Storm Drainage Facilities.
 - f. Neither County nor Woodbridge Community Storm Drainage Service Area will knowingly allow any person or entity to discharge to its Storm Drainage Collection Facilities whose property is outside the Service Area, without prior City approval, which City may withhold in its absolute discretion
3. Reimbursement. County shall reimburse the City for all costs incurred by the City in connection with the project. The City will provide County with an estimate of these costs in advance of connection. County shall deposit the estimate with the City within 30 days of receiving the estimate. City will bill all costs against the deposit. In the event the deposit is exceeded, County shall pay the difference to the City within 30 days of notice. Any excess will be refunded to County within 30 days.
4. Relationship of Parties.
- a. It is understood that the relationship between the parties is an MOU relationship between public agencies and not an agency; and nothing herein shall be construed to the contrary.
 - b. The Parties agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the parties joint venturers or partners.

- c. This MOU is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person, including but not limited to the residents (past, current, anticipated or future) of Woodbridge Community Storm Drainage Service Area, or developers or owners proposing projects within or outside the boundaries of Woodbridge Community Storm Drainage Service Area, shall have any right of action based upon any provision in this MOU. Moreover, this MOU creates no rights for any property owner to obtain storm drainage service directly from the City of Lodi.
5. Notices. All notices required or provided for under this MOU shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City and County and its representative. Notice shall be effective on the date it is delivered in person, or the date when the postal authorities indicate the mailing was delivered to the address of the receiving party indicated below:
- Notice to City:** City of Lodi
City Manager
221 West Pine Street
Lodi, CA 95240
- Notice to Service Area:** Woodbridge Community Storm Drainage Service Area
Director of Public Works
P.O. Box 1810
Stockton, CA 95201
- Notice to County:** San Joaquin County
County Administrator
Courthouse-222 East Weber Avenue
Stockton, CA 95202
6. Indemnification, Defense and Hold Harmless.
- a. County agrees to and shall indemnify, defend and hold the City, its council members, officers, agents, employees, volunteers and representatives harmless from liability for damage or claims of damage, for personal injury, including death, and claims for property damage which may arise from or relate to this MOU.
- b. With respect to any action challenging the validity of this MOU or any environmental, financial or other documentation related to approval of this MOU, County further agrees to defend, indemnify, hold harmless, pay all damages, costs and fees, if any incurred to either the City or plaintiff (s) filing such an action should a court award plaintiff(s) damages, costs and fees, and to provide a defense for the City in any such action.
7. Environmental Documentation. County shall at its sole cost and expense, perform all environmental review required by the California Environmental Quality Act or other applicable environmental law or regulation.

8. Termination Upon Loss of City Discharge Permit. Storm drainage service to Service Area under this Agreement is contingent upon City's ability to maintain a terminal discharge location. This Agreement and County's Discharge Permit and any rights granted thereunder are revocable if City is unable to renew its terminal discharge permit and is unable to secure an alternate terminal discharge location.

IN WITNESS WHEREOF this MOU has been executed by the parties on the day and year first above written.

CITY OF LODI, a municipal corporation

COUNTY OF SAN JOAQUIN,
a political subdivision of the State
of California

BLAIR KING
City Manager

LEROY ORNELLAS, Chairman
Of the Board of Supervisors

ATTEST:

ATTEST:

LOIS M. SAHYOUN, Clerk of the Board of
Supervisors of County of San Joaquin,
State of California

RANDI JOHL
City Clerk

By: _____ (SEAL)
Deputy Clerk

RECOMMENDED:

T. R. FLINN
Director of Public Works

APPROVED AS TO FORM:

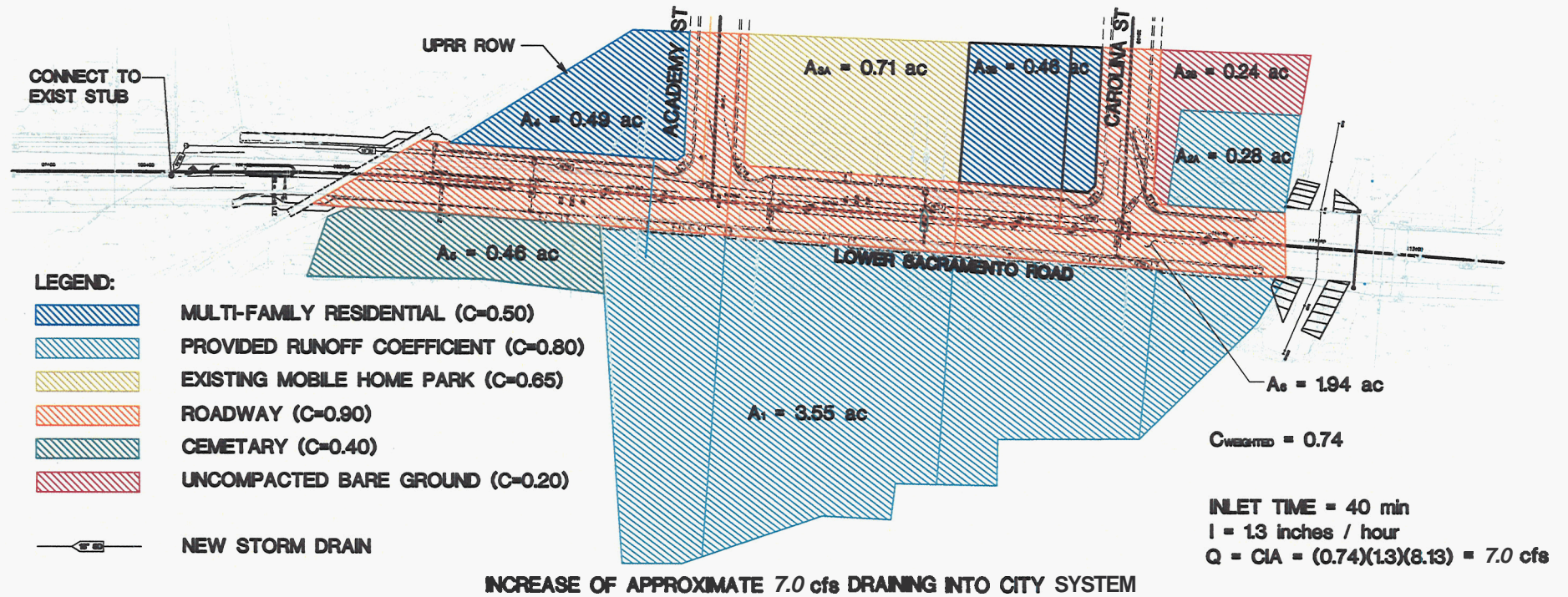
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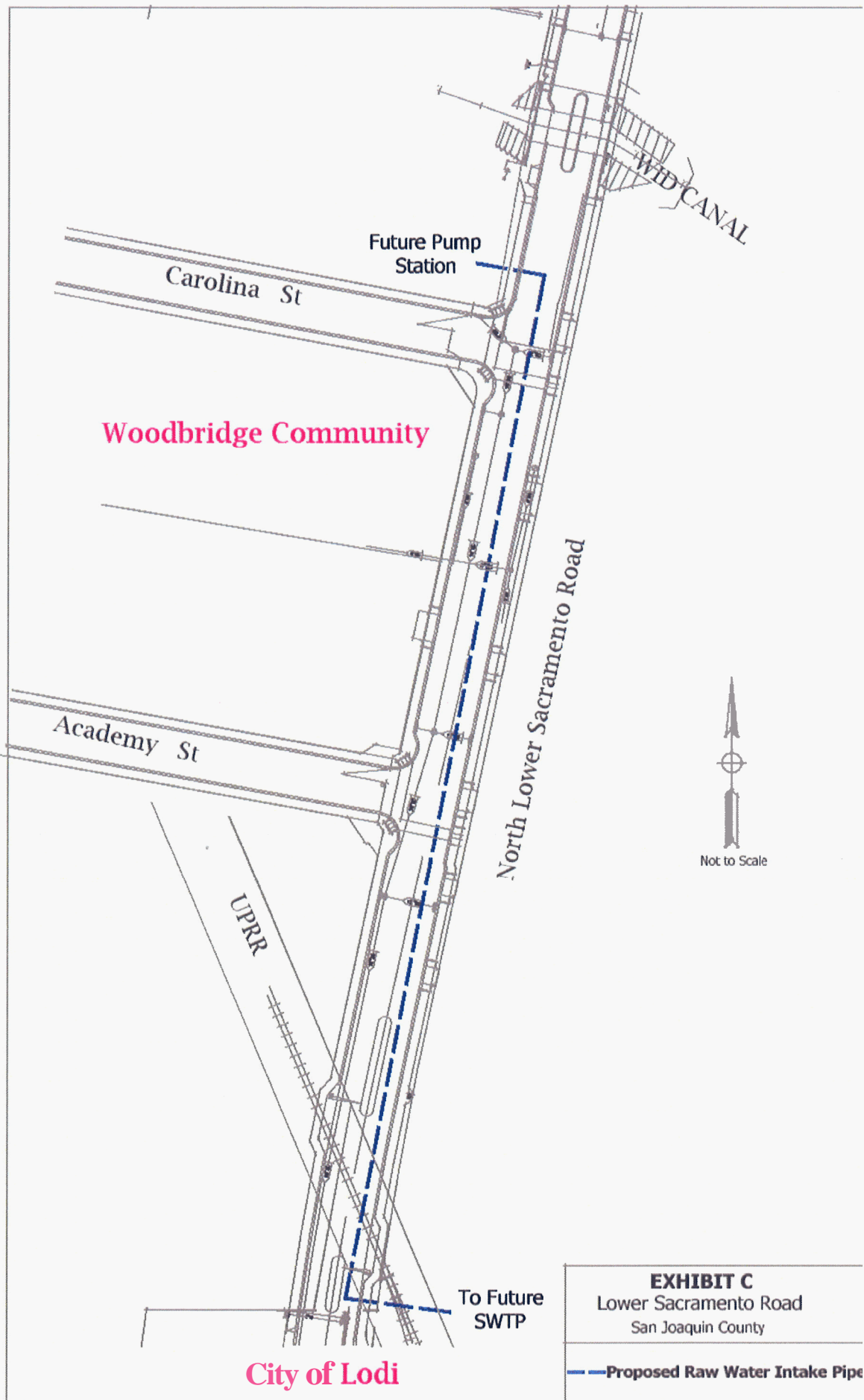


D. STEPHEN SCHWABAUER
City Attorney

LAWRENCE P. MEYERS
Deputy County Counsel

EXHIBIT A





CITY-COUNTY COOPERATIVE AGREEMENT
FOR THE LOWER SACRAMENTO ROAD IMPROVEMENTS –
SEGMENT 3A, PHASE 2 PROJECT
(TURNER ROAD TO WOODBRIDGE IRRIGATION DISTRICT CANAL)

Exhibit D

A-09-_____

THIS AGREEMENT is made and entered on _____, by and between CITY OF LODI, a Municipal Corporation (hereafter “CITY”) and COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, (hereafter “COUNTY”).

RECITALS

WHEREAS, CITY and COUNTY desire to enter into a City-County Cooperative Agreement allowing for roadway improvements in San Joaquin County known as the Lower Sacramento Road Improvements - Segment 3A, Phase 2 Project between Turner Road and Woodbridge Irrigation District (WID) canal (hereinafter “SEGMENT 3A-PHASE 2 PROJECT”); and

WHEREAS, SEGMENT 3A-PHASE 2 PROJECT divides into two (2) sub-segments by its jurisdiction; Turner Road to Union Pacific Railroad (UPRR) (hereinafter “CITY’S PROJECT”) and UPRR to WID canal (hereinafter “COUNTY’S PHASE 2 PROJECT”); and

WHEREAS, the COUNTY’S PHASE 2 PROJECT will close the gap between two previously completed segments of Lower Sacramento Road, consisting of the CITY’S PROJECT and the COUNTY’S PHASE 1 PROJECT from the WID canal to Woodbridge Road, as shown on Exhibit A; and

WHEREAS, COUNTY’S PHASE 2 PROJECT consists of widening the roadway to add a center turn lane; installing curb, gutter and sidewalk, storm drainage, and architectural features; and widening the railroad crossing, to relieve traffic congestion and to improve operations and safety for vehicles and pedestrians; and

WHEREAS, CITY’S PROJECT is complete and consisted of widening the roadway to provide a center turn lane, installing curb, gutter and sidewalk, and modifying a traffic signal at the intersection of Lower Sacramento Road and Turner Road, as shown in Exhibit A; and

CITY-COUNTY COOPERATIVE AGREEMENT
FOR THE LOWER SACRAMENTO ROAD IMPROVEMENTS –
SEGMENT 3A, PHASE 2 PROJECT
(TURNER ROAD TO WOODBRIDGE IRRIGATION DISTRICT CANAL)

WHEREAS, COUNTY has entered into an Agreement with UPRR to provide for the widening of the at-grade crossing to accommodate the proposed improvements in CITY and COUNTY, at COUNTY's expense, as shown on Exhibit B; and,

WHEREAS, COUNTY'S PHASE 2 PROJECT will require a subsequent contract to complete curb, gutter, and sidewalk and roadway improvements across the railroad crossing and within the jurisdictions of CITY and COUNTY, as shown on Exhibit B; and,

WHEREAS, CITY also intends to construct the Surface Water Treatment Facility (SWTF) (hereafter "CITY SWTF PROJECT") as shown in Exhibit C, to convert raw water from WID Canal into a potable water source to serve Lodi residents. CITY SWTF PROJECT, when completed, will provide a raw water pipeline within COUNTY right-of-way to transmit untreated water from the WID Canal to the SWTF; and

WHEREAS, COUNTY shall undertake the engineering and construction of COUNTY'S PHASE 2 PROJECT; and

WHEREAS, it is the intent of CITY and COUNTY to cooperate with one another.

SECTION I

CITY AGREES:

1. CITY has completed the engineering and construction of CITY'S PROJECT, shall complete the engineering of the raw water intake pipe of the CITY SWTF PROJECT and cooperate with COUNTY on construction of the portion of the CITY SWTF PROJECT that includes the raw water pipeline within COUNTY right of way.
2. CITY shall cooperate and provide all required information and consultation to COUNTY to facilitate the widening of the at-grade railroad crossing by UPRR.

CITY-COUNTY COOPERATIVE AGREEMENT
FOR THE LOWER SACRAMENTO ROAD IMPROVEMENTS –
SEGMENT 3A, PHASE 2 PROJECT
(TURNER ROAD TO WOODBRIDGE IRRIGATION DISTRICT CANAL)

3. CITY shall make available to COUNTY all documents and/or information that pertain to or affect COUNTY'S PHASE 2 PROJECT upon request and within a reasonable period of time.
4. CITY shall provide to COUNTY copies of final documentation for CITY'S PROJECT including, but not limited to, final plans and specifications, construction award information, and record drawings in support of the design and construction of COUNTY'S PHASE 2 PROJECT.
5. CITY shall cooperate with COUNTY on the COUNTY'S PHASE 2 PROJECT, and in order for the COUNTY'S PHASE 2 PROJECT to include provisions for the applicable section of the raw water pipeline, CITY will provide COUNTY, by February 28, 2009, the precise location, engineering specifications, and other required information for the raw water pipeline. This information will include a copy of the submitted permit application to UPRR for the underground crossing. If CITY does not provide all required information by February 28, 2009, COUNTY will proceed with COUNTY'S PHASE 2 PROJECT without provisions for the raw water pipeline.
6. If COUNTY'S PHASE 2 PROJECT includes provisions for the raw water pipeline, CITY agrees to pay all costs associated with inclusion of the raw water pipeline including those for final design, construction, and construction engineering. Prior to award of contract, CITY shall deposit with COUNTY an amount of funds equal to 50% of the estimated total costs associated with the pipeline, as shown in Exhibit D, which includes a contingency for construction-related claims and change orders. This amount represents an installment payment towards CITY's costs of construction of the raw water pipeline. CITY will make subsequent payments to COUNTY equal to COUNTY's

CITY-COUNTY COOPERATIVE AGREEMENT
FOR THE LOWER SACRAMENTO ROAD IMPROVEMENTS –
SEGMENT 3A, PHASE 2 PROJECT
(TURNER ROAD TO WOODBRIDGE IRRIGATION DISTRICT CANAL)

progress payment made to Contractor until CITY has paid COUNTY 100% of the costs associated with the raw water pipeline.

7. If COUNTY'S PHASE 2 PROJECT proceeds without provisions for the raw water pipeline, COUNTY will issue an encroachment permit that is consistent with COUNTY policy and practice not to demolish newly improved roadway for a period of at least five years. In effect, the encroachment permit, among other terms and conditions, will not allow the CITY to construct the proposed section of pipeline until five (5) years following the COUNTY's acceptance of the completed COUNTY'S PHASE 2 PROJECT. CITY shall reimburse the COUNTY for all costs incurred by the COUNTY in connection with the installation of the raw water pipeline. The COUNTY will provide CITY with an estimate of these costs in advance of issuing the encroachment permit. Within 30 days of receiving the estimate, CITY shall deposit funds with the COUNTY in the amount equal to the estimate. COUNTY will bill against the deposit for all associated costs. CITY shall pay the COUNTY the amount of any billed costs that exceed the deposit upon thirty (30) days notice. COUNTY will refund to CITY any deposited funds remaining in excess of incurred costs within thirty (30) days of the COUNTY's acceptance of the roadway repairs performed by CITY.
8. CITY shall indemnify, defend and hold harmless COUNTY, its elected officials, officers and employees in connection with any claims, imposition of penalties or other actions whatsoever, which arise as a result of CITY's negligence, willful misconduct or failure to comply with the provisions set forth herein or Federal or State law.

COUNTY AGREES:

1. COUNTY shall undertake the engineering and construction of COUNTY'S PHASE 2 PROJECT. COUNTY shall design and construct the roadway widening between UPRR

CITY-COUNTY COOPERATIVE AGREEMENT
FOR THE LOWER SACRAMENTO ROAD IMPROVEMENTS –
SEGMENT 3A, PHASE 2 PROJECT
(TURNER ROAD TO WOODBRIDGE IRRIGATION DISTRICT CANAL)

and WID canal, install curb, gutter and sidewalk, storm drainage, architectural structure, and curb bulb-outs at the Carolina and Academy Street intersections.

2. COUNTY shall facilitate the widening of the UPRR at-grade railroad crossing, at its complete and total expense.
3. COUNTY shall include in the design and construction of COUNTY'S PHASE 2 PROJECT the frontage improvement of Lodi Unified School District (LUSD), located in CITY's jurisdiction, as desired by CITY and at COUNTY's expense.
4. COUNTY shall also include in the design and construction of COUNTY'S PHASE 2 PROJECT, the installation of raw water pipeline, as desired by CITY, if all required information to facilitate inclusion into COUNTY'S PHASE 2 PROJECT is received by the date stated above.
5. If raw water pipeline is included in COUNTY'S PHASE 2 PROJECT, COUNTY shall furnish CITY with detailed statement of the direct costs of a raw water pipeline installation to be borne by CITY prior to award of the construction contract.
6. COUNTY shall obtain all required permits for construction and operation of COUNTY'S PHASE 2 PROJECT and COUNTY facilities.
7. COUNTY shall be responsible for such costs incurred by the UPRR for the reconstruction and widening of the at-grade public road crossing.
8. COUNTY shall indemnify, defend and hold harmless CITY, its elected officials, officers and employees in connection with any claims, imposition of penalties or other actions whatsoever, which arise as a result of COUNTY's negligence, willful misconduct or failure to comply with the provisions set forth herein or Federal or State law.

CITY-COUNTY COOPERATIVE AGREEMENT
FOR THE LOWER SACRAMENTO ROAD IMPROVEMENTS –
SEGMENT 3A, PHASE 2 PROJECT
(TURNER ROAD TO WOODBRIDGE IRRIGATION DISTRICT CANAL)

Execution of the foregoing agreement has been authorized by Resolution No. _____, duly
passed by City Council of City of Lodi, State of California, on _____ and by Board
Order No. _____, duly passed by the Board of Supervisors of San Joaquin County
on _____

CITY-COUNTY COOPERATIVE AGREEMENT
FOR THE LOWER SACRAMENTO ROAD IMPROVEMENTS –
SEGMENT 3A, PHASE 2 PROJECT
(TURNER ROAD TO WOODBRIDGE IRRIGATION DISTRICT CANAL)

IN WITNESS WHEREOF, this agreement has been executed by the respective parties hereto through their respective authorized officers in San Joaquin County, California, the day and year first above written.

“COUNTY”

COUNTY OF SAN JOAQUIN, a political
subdivision of the State of California

By: _____
LEROY ORNELLAS
Chairman of the Board of Supervisors

“CITY”

CITY OF LODI, a Municipal
Corporation

By: _____
BLAIR KING
City Manager

ATTEST:

LOIS M. SAHYOUN, Clerk of the Board of
Supervisors of COUNTY of San Joaquin,
State of California

By: _____ (SEAL)
Deputy Clerk

By: _____
RANDI JOHL
City Clerk

RECOMMENDED FOR APPROVAL:

By: _____
T. R. FLINN
Director of Public Works
San Joaquin County

RECOMMENDED FOR APPROVAL:

By: _____
F. WALLY SANDELIN
Director of Public Works
City of Lodi

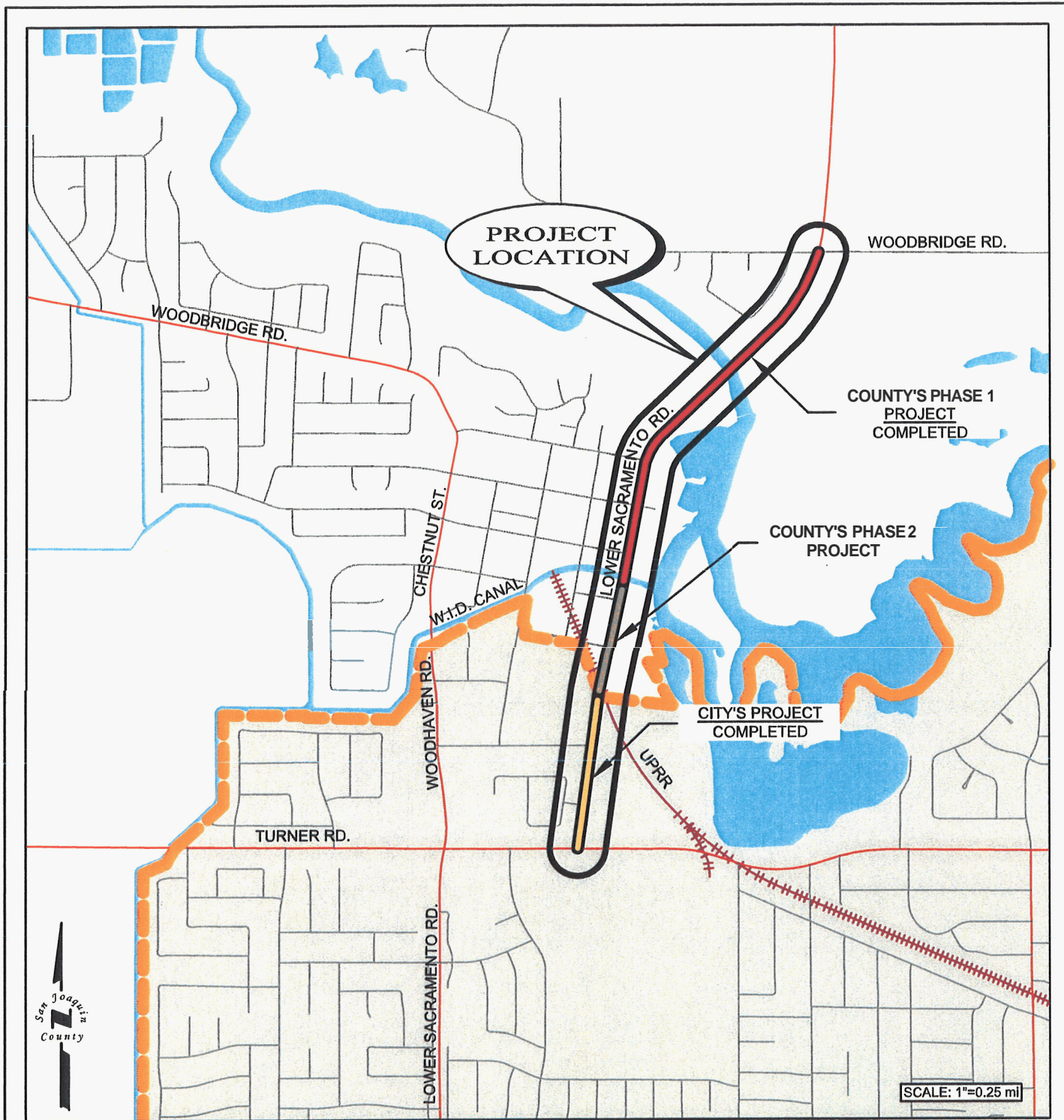
APPROVED AS TO FORM:

By: _____
LAWRENCE P. MEYERS
Deputy County Counsel

APPROVED AS TO FORM:

By: _____
D. STEPHEN SCHWABAUER
City Attorney



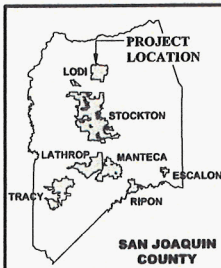


PHASE 1
s/o W.I.D. Canal to Woodbridge Road

PHASE 2
S.J. County Line to W.I.D. Canal

CITY'S PROJECT
Turner Road to UPRR Tracks

CITY/COUNTY BOUNDARY

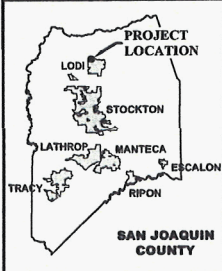
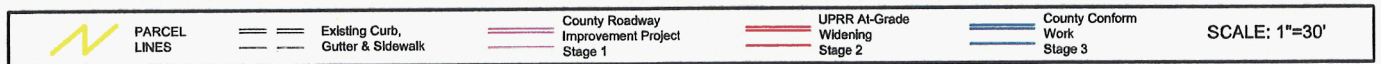
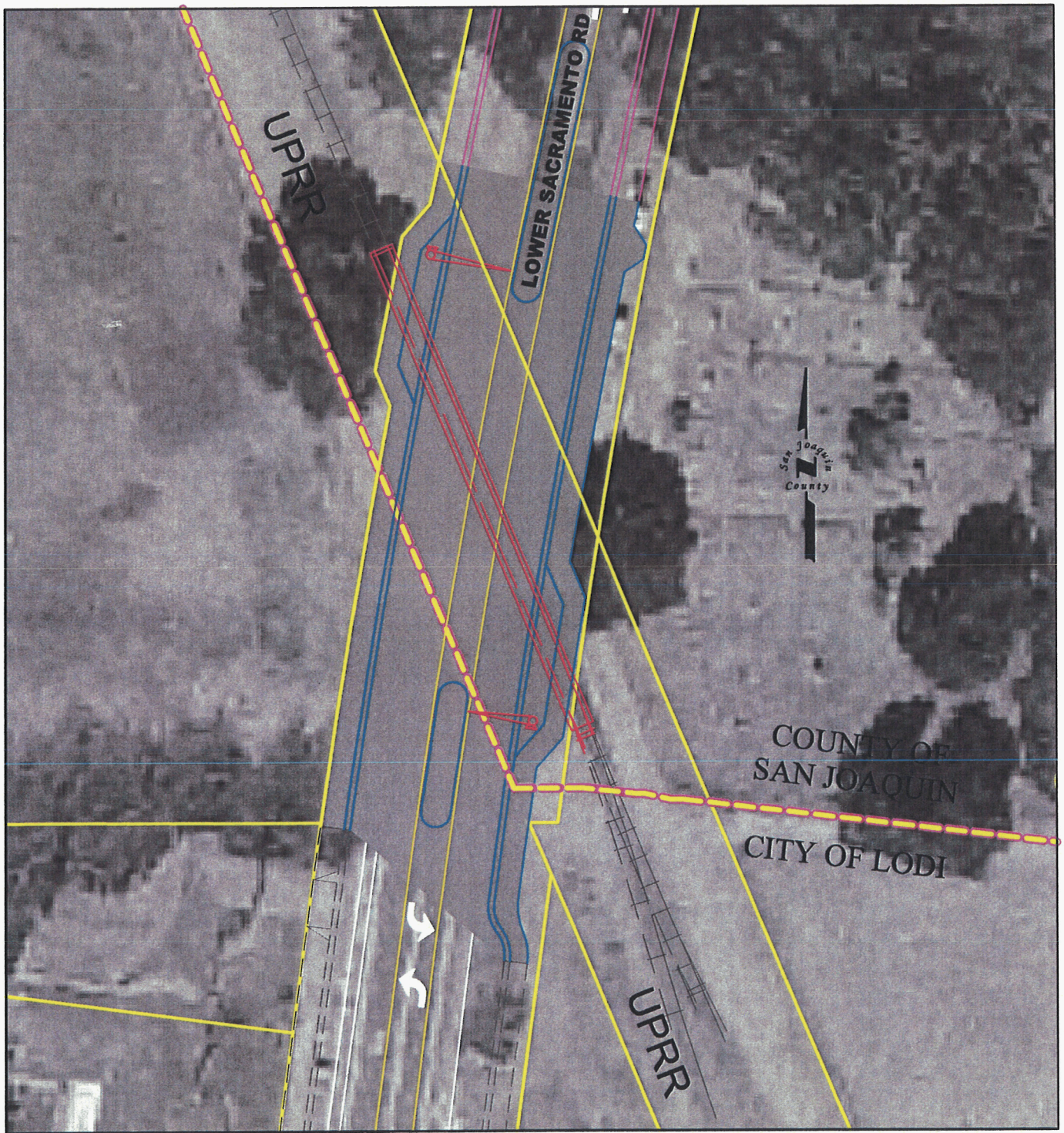


**LOWER SACRAMENTO ROAD CORRIDOR
- SEGMENT 3A
MAIN STREET WOODBRIDGE
TURNER ROAD TO WOODBRIDGE ROAD
EXHIBIT A
- VICINITY MAP -**

SAN JOAQUIN COUNTY

Department of Public Works, 1810 E. Hazelton Ave., Stockton, CA 95205
The County of San Joaquin does not warrant the accuracy, completeness, or suitability for any particular purpose.
The information on this map is not intended to replace engineering, financial or primary records research.

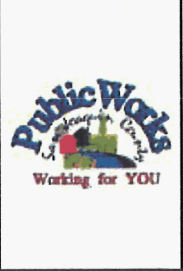




**LOWER SACRAMENTO ROAD CORRIDOR
SEGMENT 3A - PHASE 2 - Main Street Woodbridge
(Lodi Unified School District to WID. Canal)**

EXHIBIT B

SAN JOAQUIN COUNTY
 Department of Public Works, 1810 E. Hazelton Ave., Stockton, CA 95205
 The County of San Joaquin does not warrant the accuracy, completeness, or suitability for any particular purpose.
 The information on this map is not intended to replace engineering, financial or primary records research.



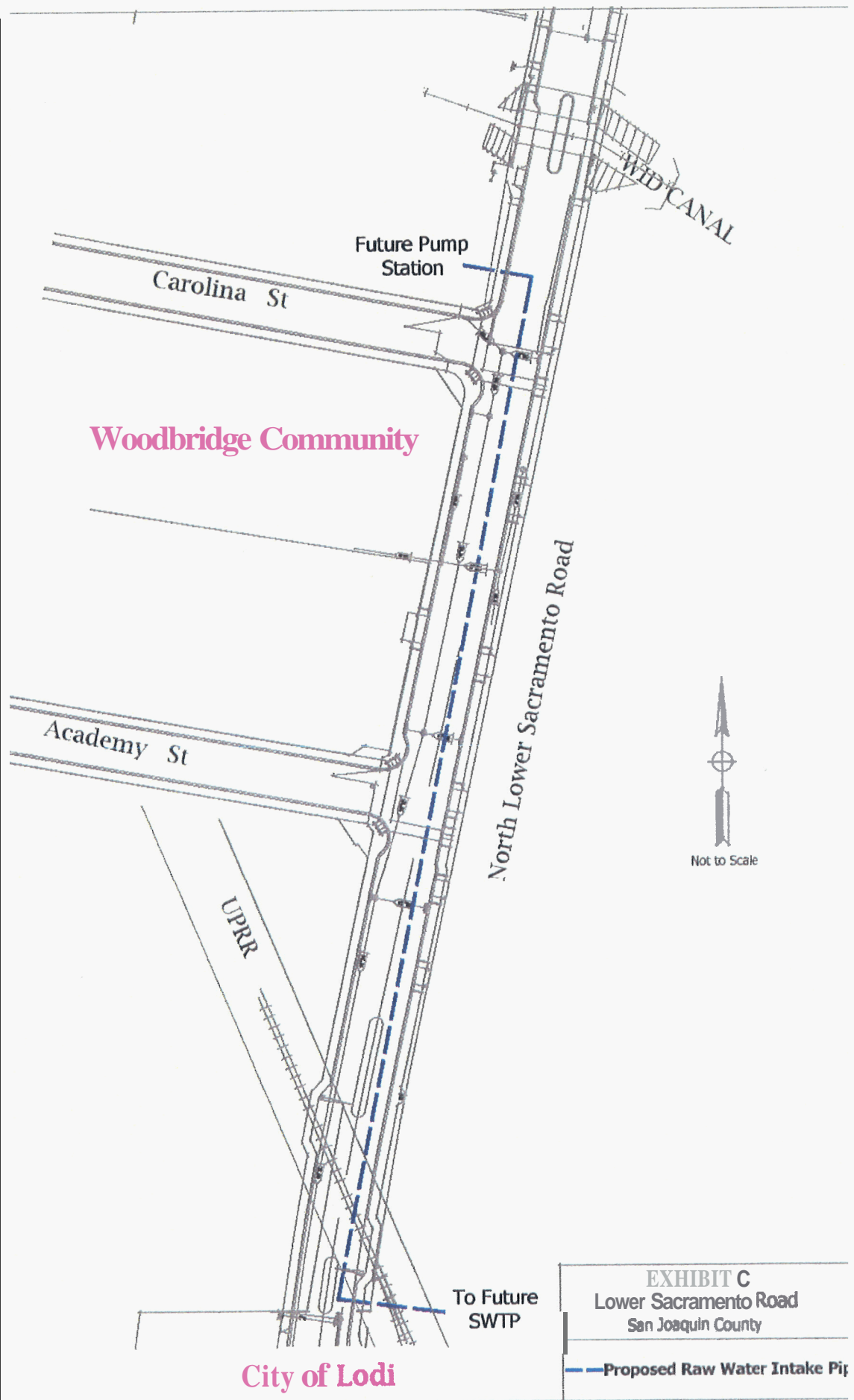


EXHIBIT C
Lower Sacramento Road
San Joaquin County

— Proposed Raw Water Intake Pipe

EXHIBT D

Job No. 343957 6327-141		Calc. No.		
Project Cost Estimate		HDR		
Client:	City of Lodi	Computed:	XL	
Project:	Raw Water Pipeline in Roadway	Date:	12/08/2008	
Task:	Construction Cost Estimate Opinion	Reviewed:	RS	
File Name:	K:\DESIGN\Projects\Water Treatment Plant\Raw Water Pipeline 12-8-08.xls\Raw Water Pipeline			
DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST
DIVISION 1 - GENERAL REQUIREMENTS				
Mobilization/Demobilization	1	LS	2.00%	\$10,000
General Conditions	1	LS	2.00%	\$10,000
Temporary Facilities/Offices	1	LS	2.00%	\$10,000
Facilities Start-up & Testing	1	LS	2.00%	\$10,000
Permitting	1	LS	1.00%	\$5,000
DIVISION SUBTOTAL				\$45,000
DIVISION 2 - SITE WORK				
30-inch CMLC Steel Pipeline	830	LF	\$300	\$249,000
Bore and Jack 30" in 42" casing	200	LF	\$1,000	\$200,000
Jacking and receiving pits	1	LS	\$40,000	\$40,000
DIVISION SUBTOTAL				\$489,000
CONSTRUCTION (LESS DIV 1) SUBTOTAL				\$489,000
TAX (7.75% ON MATERIALS)				\$15,200
SUBTOTAL				\$504,200
(ADDITIVE FOR) DIVISION 1 (ABOVE)				\$45,000
SUBTOTAL				\$549,200
CONTINGENCY (10%)				\$55,000
TOTAL				\$604,200

Notes:

1. This cost opinion does not include any City connection fees, environmental remediation, and etc.
2. This cost opinion does not include costs for engineering, administration, and/or construction management
3. Bid Contingency - Under certain conditions Bids come in higher than expected due to market variables such as busy contractors, higher field or material costs, etc.

RESOLUTION NO. 2008-251

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
AGREEMENTS WITH SAN JOAQUIN COUNTY FOR
PROVISION OF STORM WATER SERVICE
(WOODBIDGE) AND LODI SURFACE WATER
TREATMENT PLANT RAW WATER PIPELINE
(LOWER SACRAMENTO ROAD)

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WHEREAS, San Joaquin County (County) is planning to construct the North Lower Sacramento Road street improvement project in the Woodbridge community, and to meet County design requirements, the proposed improvements require a discharge facility for storm drainage. County would otherwise discharge the storm water to the Woodbridge Irrigation District (WID) canal; however, WID will not allow additional storm water discharges; and

WHEREAS, County has requested that the project's storm drainage be allowed to discharge to City facilities. The drainage area (8.13 acres) is comprised of mobile home parks, a cemetery, and future residential development and includes only private properties that are, under existing conditions, tributary to the roadway project itself; and

WHEREAS, staff has determined that the City's existing storm drainage system in Lower Sacramento Road and the Lodi Lake Pump Station have excess capacity to serve the area. County is required to install a storm water treatment device at the connection point to the City's storm drain system and execute a Memorandum of Understanding with the City; and

WHEREAS, the Lodi Surface Water Treatment Plant (SWTP) Feasibility Report calls for a raw water pipe to be constructed in the section of Lower Sacramento Road included in the County's improvement project, and current County policy prohibits trenching in newly-constructed pavement for a period of five years. Staff recommends the raw water pipe in this section of North Lower Sacramento Road be concurrently constructed with the County's street project; and

WHEREAS, a cooperative agreement between Lodi and the County is required to construct the raw water pipe and to enable County's contractor to work within the City limits.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Memorandum of Understanding and Cooperative Agreement with San Joaquin County for provision of storm water service for a portion of the Woodbridge community and construction of the Lodi Surface Water Treatment Plant raw water pipeline in Lower Sacramento Road.

Dated: December 17, 2008

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I hereby certify that Resolution No. 2008-251 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Johnson, Katzakian, and Mayor Hansen

NOES: COUNCIL MEMBERS – Hitchcock and Mounce

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk

CITY COUNCIL

LARRY D. HANSEN, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
SUSAN HITCHCOCK
BOB JOHNSON
JOANNE L. MOUNCE

CITY OF LODI
PUBLIC WORKS DEPARTMENT

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BLAIR KING

City Manager

RANDI JOHL

City Clerk

D. STEVEN SCHWABAUER
City Attorney

F. WALLY SANDELIN
Public Works Director

December 12, 2008

San Joaquin County
Board of Supervisors
Supervisor Ken Vogel
222 E. Weber Avenue, Room 701
Stockton, CA 95202

San Joaquin County
Public Works Department
Najee Zarif, Senior Civil Engineer
P.O. Box 1810
Stockton, CA 95201

SUBJECT: Adopt Resolution Authorizing City Manager to Execute Agreements with San Joaquin County for Provision of Storm Water Service (Woodbridge) and Lodi Surface Water Treatment Plant Raw Water Pipeline (Lower Sacramento Road)

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, December 17, 2008. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the regular calendar for Council discussion. You are welcome to attend.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Lyman Chang, Senior Civil Engineer, at (209) 333-6800, extension 2665.


for: F. Wally Sandelin
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk